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CONTRACTOR'S RELEASE

Contract No. [REDACTED]

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Pursuant to the terms of Contract No. [REDACTED]  
and in consideration of the sum of [REDACTED]

[REDACTED]  
(hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract.

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that he will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 4th day of September 19 68.

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ORIGINAL SIGNED BY [REDACTED]

[REDACTED] Assistant Treasurer

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CERTIFICATE

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I,                     , certify that I am  
the Secretary of the corporation named  
as Contractor in the foregoing release; that                       
                     who signed said release on behalf of the  
Contractor was the Assistant Treasurer  
of said corporation; that said release was duly signed for and in be-  
half of said corporation by authority of its governing body and is  
within the scope of its corporate powers.

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Or                      by                      (Corporate Seal)

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                     Secretary

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CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTS

Contract No.                     

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Pursuant to the terms of Contract No.                      and in consideration of  
the reimbursement of costs and payment of fee, as provided in the said  
contract and any assignment thereunder, the

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(hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF  
AMERICA (hereinafter called the Government), all right, title and interest  
to all refunds, rebates, credits, and other amounts (including any interest  
thereon), arising out of the performance of the said contract, together  
with all the rights of action accrued or which may hereafter accrue there-  
under.

2. Agree to take whatever action may be necessary to effect prompt  
collection of all refunds, rebates, credits, and other amounts (including  
any interest thereon) due or which may become due, and to promptly for-  
ward to the Contracting Officer checks (made payable to the Treasurer of  
the United States) for any proceeds so collected. The reasonable costs  
of any such action to effect collection shall constitute allowable costs  
when approved by the Contracting Officer as stated in the said contract  
and may be applied to reduce any amounts otherwise payable to the  
Government under the terms hereof.

3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit the Government to represent him at any hearing, trial, or other proceeding, arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this 4th day of September 19 68.

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ORIGINAL SIGNED BY

Assistant Treasurer

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MISCELLANEOUS FORMS  
CERTIFICATE

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I,                     , certify that I am the Secretary of the corporation named as Contractor in the foregoing assignment;                      who signed said assignment                      the Contractor was then Assistant Treasurer of said corporation; that said assignment was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

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Original signed by

(CORPORATION SEAL)

Secretary

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